

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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LORELEY FINANCING (JERSEY) NO. 3
LIMITED; LORELEY FINANCING (JERSEY)
NO. 5 LIMITED; LORELEY FINANCING
(JERSEY) NO. 15 LIMITED; LORELEY
FINANCING (JERSEY) NO. 28 LIMITED; and
LORELEY FINANCING (JERSEY) NO. 30
LIMITED,

Plaintiffs,

v.

WELLS FARGO SECURITIES, LLC; WELLS
FARGO SECURITIES INTERNATIONAL
LIMITED; WELLS FARGO BANK, N.A.;
HARDING ADVISORY LLC; STRUCTURED
ASSET INVESTORS, LLC; OCTANS II CDO
LTD; OCTANS II CDO LLC; SAGITTARIUS
CDO I LTD; SAGITTARIUS CDO 1 LLC;
LONGSHORE CDO FUNDING 2007-3 LTD; and
LONGSHORE CDO FUNDING 2007-3 LLC,

Defendants.
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Civil Action No. 12-CV-3723-RJS

**STIPULATION AND ORDER FOR
VOLUNTARY DISMISSAL WITHOUT PREJUDICE**

Plaintiffs Loreley Financing (Jersey) No. 3 Limited ("LFJ 3"); Loreley Financing (Jersey) No. 5 Limited ("LFJ 5"); Loreley Financing (Jersey) No. 15 Limited ("LFJ 15"); Loreley Financing (Jersey) No. 28 Limited ("LFJ 28"); and Loreley Financing (Jersey) No. 30 Limited ("LFJ 30"), by and through their counsel, Meister, Seelig & Fein, LLP and Kasowitz, Benson, Torres & Friedman LLP, and defendants Octans II CDO LLC, Sagittarius CDO 1 LLC and Longshore CDO Funding 2007-3 LLC (the "Co-Issuer Defendants"), by and through their counsel, Bryan Cave LLP (collectively, the "Parties"), agree as follows:

WHEREAS on November 1, 2011, (the "Commencement Date"), Plaintiffs filed a

summons with notice and initiated this action ("Action") against the Co-Issuer Defendants and other defendants in the Supreme Court of the State of New York, County of New York;

WHEREAS on May 10, 2012, Defendant Wells Fargo Bank, N.A. filed a Notice of Removal of the Action to the United States District Court for the Southern District of New York;

WHEREAS Plaintiffs and the Co-Issuer Defendants have met and conferred to negotiate a consensual dismissal of the Co-Issuer Defendants from the Action.

WHEREFORE the undersigned Parties hereby stipulate and agree to the following:

1. In accordance with Federal Rule of Civil Procedure 41(a)(1), the undersigned Parties hereby stipulate to a dismissal without prejudice of the Plaintiff's claims (the "Claims") against the Co-Issuer Defendants in the Action.

2. As of the Commencement Date and through three years from the date hereof (the "Forbearance Period"), the running of time under any applicable statute(s) of limitations respecting any of the Claims is tolled, and the Forbearance Period shall not be asserted or relied upon in any way by the Co-Issuer Defendants (i) in computing the running of time under any applicable statute(s) of limitations, or (ii) by way of laches or any other time-based defenses (whether in law or equity), or (iii) otherwise, in defense of any Claims that may ultimately be asserted by the Plaintiffs against the Co-Issuer Defendants in the Action, provided, however, that nothing herein shall preclude the Co-Issuer Defendants from asserting any statute of limitation(s) that expired prior to the Commencement Date.

3. In the event that after the dismissal of the Co-Issuer Defendants pursuant to this Stipulation Plaintiffs subsequently elect to assert Claims against the Co-Issuer Defendants in the Action or in a separate action, the undersigned counsel for the Co-Issuer Defendants agrees to accept service of any subsequent complaint in the Action or in a separate action filed by

Plaintiffs asserting claims against Defendants. The Co-Issuer Defendants further agree not to oppose any amendment to the summons and complaint in the Action reasserting the Claims herein against the Co-Issuer Defendants.

4. Except as set forth herein, the Parties hereto reserve all rights, claims and defenses they may have, and entry into this Stipulation shall not impair or otherwise affect such rights, claims and defenses. Nothing contained in this Stipulation can or shall be construed as an adjudication on the merits of claims that the Parties hereto may have against each other or any other party, or as an admission or acknowledgement of any claim or defense as against the other by either Party hereto.

5. Upon the dismissal of the Co-Issuer Defendants pursuant to this Stipulation, the caption for the Action is hereby amended to delete the Co-Issuer Defendants from such caption.

6. Following adjudication of any motions to dismiss by the remaining defendants in the Action and in the event that discovery proceeds in the Action, the Co-Issuer Defendants agree to produce documents discoverable under applicable law and rules in response to a subpoena for documents by Plaintiffs and, if necessary, appear for a deposition in response to a subpoena. The undersigned counsel for the Co-Issuer Defendants agrees to accept service of any such subpoena.

7. The provisions of this Stipulation shall be binding upon and shall inure to the benefit of the undersigned Parties and their respective successors and assigns and upon all creditors and parties of interest.

8. This Stipulation may be signed by the undersigned Parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photostatic or electronic copy of this

Stipulation shall be deemed an original.

Dated: June 27, 2012

MEISTER SEELIG & FEIN LLP

By: 
James M. Ringer

140 East 45th Street
New York, New York 10017
Tel: (212) 655-3500

KASOWITZ, BENSON, TORRES &
FRIEDMAN LLP

Marc E. Kasowitz (mkasowitz@kasowitz.com)
Sheron Korpus (skorpus@kasowitz.com)
1633 Broadway
New York, New York 10019-6064
Tel: (212) 506-1700

*Attorneys for Plaintiffs Loreley Financing
(Jersey) No. 3 Ltd., Loreley Financing
(Jersey) No. 5 Ltd., Loreley Financing
(Jersey) No. 15 Ltd., Loreley Financing
(Jersey) No. 28 Ltd., Loreley Financing
(Jersey) No. 30 Ltd., Loreley Financing*

BRYAN CAVE LLP

By: 
Eric Rieder

1290 Avenue of the Americas
New York, New York 10104-3300
Tel: (212) 541-2057

*Attorneys for Defendants Octans II CDO LLC,
Sagittarius CDO 1 LLC and Longshore CDO
Funding 2007-3 LLC*

SO ORDERED:
